

**Moore's Cafeteria Services, Inc. and Industrial,  
Technical and Professional Employees Division,  
National Maritime Union of America, AFL-  
CIO. Case 20-CA-17095**

18 July 1984

**DECISION AND ORDER**

**BY CHAIRMAN DOTSON AND MEMBERS  
ZIMMERMAN AND DENNIS**

On 21 February 1984 Administrative Law Judge Clifford H. Anderson issued the attached decision. The Respondent filed exceptions and a supporting brief, and the General Counsel filed his brief to the judge in opposition to the Respondent's exceptions.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,<sup>1</sup> and conclusions as modified<sup>2</sup> and to adopt the recommended Order as modified.

**AMENDED CONCLUSIONS OF LAW**

Substitute the following for Conclusion of Law 3:

<sup>1</sup> The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enf'd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

We hereby note and correct the following inadvertent errors in the judge's decision. In the fourth sentence of the second paragraph of sec. III,B "he" should be "she." In the fourth sentence of the first paragraph of sec. III,E,1 "Readye" should be "Janes."

<sup>2</sup> We shall amend the remedy and Conclusion of Law 3 to reflect that the Respondent refused to hire Baird on or about 29 March 1982. Of course, as the judge's remedy states, backpay will be computed from the date she would have begun working.

We agree with the judge that the Respondent violated Sec. 8(a)(3) and (1) by refusing to hire applicant Baird because of her union activities and other protected concerted activities. Credited testimony attributes to the Respondent an antiunion motive in refusing Baird employment and, further, two of the Respondent's supervisors, Dobek and Greenwood, worked as supervisors for the Respondent's predecessor and, during that time, had numerous contacts with Baird who was an assertive and successful union steward. In agreeing that Baird's advocating that the Respondent hire laid-off noncitizens and hire by seniority was protected concerted activity, we note that when Baird went to speak with the Respondent's vice president, Dan Janes, several other laid-off noncitizens also seeking employment accompanied her. Thus, the record supports a finding that Baird acted "with" others in approaching management. *Meyers Industries*, 268 NLRB 493 (1984) (Member Zimmerman dissenting on other grounds).

We also agree with the judge's findings that the parties, by their stipulation at the hearing, were attempting to reduce the amount of litigation concerning the Respondent's hirings after 1 April 1982 and that the stipulation cannot be read to concede the absence of a violation. But we do not adopt the judge's Conclusion of Law 3 to the extent it seems to imply separate violations for each hiring decision after 1 April 1982.

We shall modify the judge's recommended Order to accord with his findings, and we shall conform the notice with his recommended Order and our modifications.

"3. On or about 29 March 1982 the Respondent failed and refused to hire Maureen Baird because of her union activities and other protected concerted activities in violation of Section 8(a)(3) and (1) of the Act."

**ORDER**

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, Moore's Cafeteria Services, Inc., Mather Air Force Base, California, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

1. Substitute the following for paragraph 1(a).

"(a) Failing and refusing to hire Maureen Baird because of her union activities and other protected concerted activities."

2. Substitute the attached notice for that of the administrative law judge.

**APPENDIX**

**NOTICE TO EMPLOYEES  
POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
An Agency of the United States Government**

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize

To form, join, or assist any union

To bargain collectively through representatives of their own choice

To act together for other mutual aid or protection

To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to hire Maureen Baird because of her union or other protected concerted activities.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL offer Maureen Baird immediate and full employment in the Mather Air Force Base cafeteria as a grill cook or, if that position no longer exists, to a substantially equivalent position, without prejudice to any seniority or other rights or privileges she would have enjoyed.

WE WILL make Maureen Baird whole for any loss of wages and benefits she may have suffered because of our failure to hire her by paying her the wages and other benefits she would have earned, less any net interim earnings, plus interest.

WE WILL notify Maureen Baird that we have removed all references related to our unlawful reasons for refusing to hire her and that we will not use these reasons as adverse factors in evaluating her employment potential.

#### MOORE'S CAFETERIA SERVICES, INC.

#### DECISION

##### STATEMENT OF THE CASE

CLIFFORD H. ANDERSON, Administrative Law Judge. I heard this case in trial on September 21, 1983, at Sacramento, California. The matter arose as follows. On May 13, 1982, the Industrial, Technical and Professional Employees Division, National Maritime Union of America, AFL-CIO (the Union) filed a charge docketed as Case 20-CA-17095 against Moore's Cafeteria Services, Inc. (Respondent). On February 25, 1983, the Acting Regional Director for Region 20 of the National Labor Relations Board issued a complaint and notice of hearing thereon. On that same day the Acting Regional Director issued an order consolidating cases, consolidating the instant matter with a complaint and notice of hearing involving the same parties in Case 20-CA-17092. On March 7, 1983, the Regional Director issued an order severing cases, severing Case 20-CA-17092, pursuant to a non-Board settlement. Thereafter, on May 9, 1983, the Regional Director issued an amendment to the complaint. Respondent filed timely answers to the complaint as amended.

The complaint alleges and the answer denies that Respondent refused to hire Maureen Baird, as a result of Baird's union and/or other protected concerted activities in violation of Section 8(a)(3) and (1) of the National Labor Relations Act (Act).

All parties were given full opportunity to participate at the hearing, to introduce relevant evidence, to call, examine, and cross-examine witnesses, to argue orally, and to file posthearing briefs.

On the entire record herein, including helpful briefs from the General Counsel and Respondent, and from my observation of the witnesses and their demeanor, I make the following<sup>1</sup>

#### FINDINGS OF FACT

##### I. JURISDICTION

Respondent, a Texas corporation, has an office and place of business in San Antonio, Texas, and is engaged

<sup>1</sup> As the result of the narrow drafting of the complaint, admissions as to preliminary matters in the amended answer, and the stipulations of counsel, there were few matters in dispute at the hearing. Where not otherwise noted, these findings are based on the pleadings, stipulations and/or uncontested documentary and testimonial evidence.

in the business of providing food supply services to the United States Air Force at its military bases. Since April 1, 1982, Respondent has provided such food services at Mather Air Force Base and Edwards Air Force Base, California, pursuant to a contract with the United States Air Force. Respondent annually in the course and conduct of its operations provided food services valued in excess of \$50,000 to the United States Air Force at its Mather and Edwards Air Force Bases. During the same period, Respondent, at its California facilities, purchased food products valued in excess of \$5,000 directly from suppliers located outside the State of California. The operations of Respondent described above have an immediate and substantial impact on national defense of the United States.

##### II. LABOR ORGANIZATION

The Union is a labor organization within the meaning of Section 2(5) of the Act.

##### III. ALLEGED UNFAIR LABOR PRACTICES

###### A. Background

The United States Air Force operates Mather Air Force Base (the base) near Sacramento, California. As part of its operation of the base the Government contracts with civilian contractors for cafeteria services. From approximately November 1980 until November 1981, the contractor providing these services at the base was Space Services International. That contractual relationship was not renewed in late 1981 and the Air Force thereafter assumed direct responsibility for providing cafeteria services at the base until a new contractor, Respondent, assumed that responsibility on or about April 1, 1982. Space Services International and the Union had a collective-bargaining agreement covering cafeteria employees at the base. Among Space Services International's employees in 1981 was Maureen Baird. Baird had also worked for previous civilian contractors providing food services at the base in various positions including mess attendant and grill-cook. From 1976 until just before the termination of the Space Services International contract, Baird served as a shop steward for the employees at the base's main cafeteria. In that capacity she represented employees in various situations involving management representatives. Baird resigned the steward position, however, and was replaced by another individual before the Space Services International contract was terminated.

When the Air Force took over the provision of the cafeteria services at the base, apparently applying applicable Federal regulations, it retained only those employees of Space Services International who were citizens of the United States. Baird and other noncitizens were not retained.

Before commencing operations at the base on April 1, 1982, Respondent's agents, Dan Janes, an executive vice president sent to the facility to assist in the initial startup phase of the operations, and Charles Heath, the designated project manager for Respondent's Mather Air Force Base operations, interviewed and hired employees.

Among those initially hired were admitted supervisors and agents of Respondent, Frank Dobek and Lowell Greenwood.

The Air Force closely monitors the performance of civilian contractors at its bases. The Air Force employees primarily responsible for monitoring and reporting on the quality of civilian contract services are the Quality Assurance Evaluators (QAEs). At relevant times, both under previous contracts and under the April 1, 1982 contract with Respondent, Douglas Radey was a quality assurance evaluator and, as of April 1982, was the chief quality assurance evaluator over cafeteria services at the base. At the time the Air Force took over the cafeteria operations from Space Services International and declined to retain its noncitizen employees, Radey and his then supervisor, Don Fletcher, expressed the hope to the laid-off workers that the replacement civilian contractor would hire them in their previous positions.

#### B. Baird's Contacts with Respondent

In early March 1982, Radey telephoned Baird and informed her that Respondent had been awarded the food service contract at the base commencing April 1. He also told her that Respondent's representatives would be at the base later in the month and suggested she notify the other laid-off noncitizens so that they could make application for employment with Respondent. Thereafter Baird and certain others went to the base in an attempt to contact Respondent's agents. She went to the base offices Respondent was then using and there had a conversation with Janes. Following a discussion of the scheduled timing of Respondent's consideration of applications, Baird offered Janes a union seniority list applicable to the former Space Services International employment complement and a list of the noncitizens who had been laid off at the conclusion of the Space Services International's operations. She testified that she "let Mr. Janes know that the non-citizens were supposed to be picked up by the new contractor." Janes refused to accept the list, indicating that it was unnecessary and that he would be hiring qualified people. Janes thereafter asked Baird her name and she gave it to him and spelled it out.<sup>2</sup>

On the scheduled interviewing day, Baird and other employees received, filled out, and handed in application forms to Respondent. Baird was informed employees would be primarily selected from those then employed by the Air Force and that others would be contacted if there were additional staff requirements. Baird was not initially hired nor subsequently contacted by Respondent. In late March, Baird learned from a former employee in the cafeteria that he had, only a few minutes before, refused a grill cook position offered by Janes. Acting on this information, Baird went immediately to Respondent's offices and there met with Heath. Heath informed Baird that a grill cook position was open which, following colloquy, Baird accepted. Heath thereafter had a short conversation with Janes, who was interviewing an applicant nearby, and returned to inform Baird that the grill cook position had already been filled and no other openings were available.

<sup>2</sup> Janes did not testify concerning this conversation.

#### C. Respondent's Subsequent Determination not to Hire Baird

There is no dispute that on various occasions following April 1, 1982, jobs became available for which Baird was qualified. She was not offered these positions. Heath testified that, in conversations with Supervisors Greenwood and Dobek, he ascertained that, Baird had too close a relationship with Radey to allow her to be hired.<sup>3</sup> Heath testified that it was his view that in light of the close and powerful role Air Force QAE personnel had over the operation of the cafeteria and the duration of Respondent's contract with the Air Force, it would be improvident to hire an employee, such as Baird, who had a close social relationship with a QAE, such as Radey.

#### D. Disputed Motive Testimony

Radey testified that, in the first week of Respondent's operation at the base, he had a conversation with Janes, in which Janes asked him about previous employees of Space Services. They discussed particular employees after Janes mentioned that he was currently hiring. Radey testified:

And so then I asked him, I said, "What about Ms. Baird?" so he said that he had reservations about Ms. Baird, and I said, "Why?" so he said that he didn't want to hire anybody that would come in and organize a union.

Janes denied he made the statements attributed to him.

Radey testified that, on the day that Baird initially spoke to Janes, he had entered the area by a side door and passed by the office where Janes was talking to others, one of whom Radey believed was Heath. Radey testified that Janes said, "Nobody can tell me who to hire . . . I hire who I want to hire." He further testified that he asked Janes what he was talking about and that Janes answered "that the shop steward gave him a seniority list and said, you got to hire these people, you know. He said, I hire who I want." Again, Janes vehemently denied making the remarks attributed to him by Radey.

Radey also testified that he had a conversation with Heath following a joint tour of the facilities. Radey testified that he asked Heath "off the record" why Heath had not hired Baird and that Heath told him that Radey's supervisor, Fletcher, and some of his own supervisors had indicated that Baird was a troublemaker. Radey demurred and Heath continued that he "couldn't give her a job now if I wanted to, because she had a grievance in with the Union or something against the Company." Heath testified that a conversation occurred on the occasion described by Radey but he denied making the statements asserted. Further, Heath testified

<sup>3</sup> Heath's memo of March 30, 1982, regarding his conversations about Baird contains the following references:

*Mr. Dobek*:—Downgraded from union steward and Mr. Frank Washington replaced her.—Good worker but causes problems through instigations with managers & workers.

*Mr. Greenwood*:—Good grill cook but mouthy—questions authority—resist change. Goes w/ QAE (Mr. Radey).

that Readye in the same conversation admitted to a romantic relationship with Baird.

### *E. Analysis and Conclusions*

#### *1. Position of the parties*

The instant case presents disagreements of fact rather than law. The General Counsel argues that Baird's acts in presenting the seniority list and noncitizens' list to Janes engendered in him a hostility to Baird which was manifested in his initial refusal to hire her in late March and in the subsequent refusal to hire her for later admitted vacancies. The General Counsel further argues that Respondent's asserted reason for not hiring Baird is clearly a pretext. The General Counsel offers in support of these propositions the uncontradicted evidence of the initial meeting between Baird and Readye, the peculiar circumstances of Baird's being offered a job and then being told that it was filled, and the admissions by Heath that his two supervisors indicated that Baird was a troublemaker. Primarily, however, the General Counsel relies on the testimony of Readye that Janes made clear admissions as to his hostility and union animus towards Baird. The General Counsel also heavily relies on the further testimony of Readye that Heath admitted he believed Baird was a troublemaker who should not be hired. Thus, in the General Counsel's view, Baird's earlier union activities and her assertions to Janes about union seniority hiring caused Janes' initial hostility to hiring her and that this animus was also shown by Heath because of her reputation for union activities and her questioning of authority. From this, the General Counsel argues that Respondent's asserted conflict of interest or nepotism-based decision not to hire Baird is merely but a self-serving pretext manufactured after the event to cloak the original illegal motive which Respondent's agents had earlier admitted to Readye.

Respondent argues that it had no general union animus against the Union or any other union. Counsel for Respondent points out that Respondent and the Union have satisfactory collective-bargaining agreements at various Air Force bases, that Respondent in fact hired union activists, including the steward who replaced Baird under the old Space Services contract, and that the alleged violation herein is isolated and completely without a broader general antiunion context. Respondent explains its determination not to hire Baird in late March immediately after offering her the job turned on the simple coincidence that another applicant had been hired for the vacancy before Baird was offered the position, and that, as a consequence, no job was then available for her. Respondent admits that soon thereafter Heath decided not to hire Baird for vacancies that subsequently occurred. That decision is defended by the assertion that it was a necessary and proper part of Respondent's business operations to avoid possible conflicts of interest or other difficulties which could arise as a result of hiring an employee with a close relationship with an Air Force employee who had a direct and ongoing influence over Respondent's business success and the continuation of its operations. Respondent recognizes the damaging nature of Readye's testimony, if credited, but argues at length that

Readye's close relationship with Baird has caused him to fabricate his testimony and argues that the explicit denials of Heath and Janes regarding these disputed conversations should be credited.

#### *2. Conclusions*

I have considered the lengthy and skillful arguments of counsel for Respondent and the General Counsel regarding probabilities and inferences to be drawn as well as the record as a whole in making my credibility resolutions herein. I am convinced that this case presents the rare situation where the entire dispute turns on the resolution of the conflicting testimony of three witnesses: Readye, Heath, and Janes. In my view, the arguments of counsel for the General Counsel concerning his scenario of events, given the burden of proof that the General Counsel bears on all elements of his complaint, cannot prevail if Readye's testimony as to the admissions of Janes and Heath is discredited. So, too, the defenses asserted by Respondent regarding its conduct will not survive critical analysis and cannot be harmonized with the admissions of Heath and Janes to Readye, if Readye is credited. Therefore, it is to this all important credibility resolution that I now turn.

All three individuals noted above are apparently responsible individuals who understood the importance of their testimony to the dispute at issue. Each testified with clear attention to the questions presented. I find none would be likely to misrecall the events in question through lack of attention or simple forgetfulness. In my view, the sharp differences in the testimony of the three individuals may not be resolved through the determination that a simple mistake or misunderstanding occurred. Nor do I find any particular version of events inherently more probable than the others. Considering all of the above and the record as a whole I find demeanor the critical factor in resolving the conflict. Based on consideration of the arguments of counsel on the issue, but relying to a very large degree on my conclusions regarding the relative demeanor of the conflicting witnesses, I credit Readye as to all aspects of his testimony, as noted above, and credit Heath and Janes only to the extent their testimony is consistent with Readye's. I found Readye to be a very convincing witness with a sincere and straightforward manner and an outstanding demeanor. Readye was simply by far the more reliable witness. In contrast, I found the testimony of Janes to be particularly unpersuasive as a result of his inferior demeanor as compared to Readye and, to a lesser degree, I make the same finding with respect to Heath. These two individuals simply did not create in me the confidence that their testimony presented an unaltered version of their recollection of events. I find that each was testifying to a version of events designed to justify Respondent's conduct rather than to describe as honestly as possible his best recollection of past events. I believe each denied the remarks attributed to him by Readye simply because he believed that to admit the conduct would expose his employer to liability and result in findings that his personal conduct violated the Act.

Based on these credibility findings, I find that the General Counsel's scenario of events, buttressed by the fatal admissions of Janes and Heath to Ready, is sustained by the evidence. I find, therefore, that Respondent refused to hire Baird, both initially in late March and thereafter, as a result of her attempts to advocate the hiring by seniority of former employees of Space Services and because of her earlier union steward activities for that contractor. Based on the same credibility resolutions, I reject the anti-conflict of interest motive asserted by Respondent as explaining its failure to hire Baird after March 30 as mere pretext designed to cloak its illegal reasons for refusing to hire Baird. Thus I find that Respondent violated Section 8(a)(3) and (1) of the Act.

### 3. Other matters

At the hearing, counsel for the General Counsel proposed, and counsel for Respondent accepted, the following stipulation:

On various occasions after April 1, 1982, positions in Moore's Cafeteria Services employ at Mather Air Force Base, did become available which Ms. Maureen Baird was qualified for and could have been hired, but for the determination made by Respondent that she should not be hired due to the relationship that they felt she had with Mr. Ready.

On brief, Respondent relied heavily on this stipulation to argue that the General Counsel had conceded that Respondent's defense was not pretext. From the stipulation Respondent further argued that Respondent's reason for not hiring Baird was a legitimate business reason which, even assuming a finding in favor of the General Counsel's case as of March, would justify the decision not to employ her after April 1. The General Counsel did not address this argument on brief nor did Counsel for the General Counsel move to amend the record or correct the stipulation at that time. After briefs were submitted, the General Counsel filed a motion to correct the stipulation and a memorandum in support thereof seeking to insert the word "alleged" in the stipulation before the word "determination," thus amending the stipulation to be a clear characterization of Respondent's asserted defense rather than an arguable statement of fact binding on the General Counsel as was argued by Respondent on brief. I issued an Order to show cause in connection with the General Counsel's motion and Respondent filed a response in opposition.

Having considered the motion, the opposition thereto, and the stipulation in the context of the record as a whole, I am in agreement with Respondent that the General Counsel should not be able to amend the stipulation at this late date. I find further, however, that it is clear that the stipulation, in context, was not intended to and may not be fairly read as broadly as Respondent suggests. The stipulation was offered to deal with Respondent's defenses after April 1, 1982. Its location in the record makes this clear. I decline to read the stipulation, which is inconsistent with every other aspect of the record concerning the General Counsel's theory of the case, as other than an attempt to simplify the issues at

the hearing and reduce the evidence necessary to offer by preserving Respondent's defense as to post-April 1 events. Thus, while the General Counsel may not properly amend the stipulation at this time, neither may it be used, against the force of the record and the litigation as it evolved, to, in effect, withdraw the General Counsel's argument for a violation. Accordingly, I find that the stipulation in the entire context of the record is without force and effect to amend my findings previously made that Respondent's asserted defense, i.e., the relationship of Baird and Ready, was the basis for Respondent's decision that Baird not be hired, was no more than a pretext to cloak Respondent's earlier decision not to hire Baird.

### REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act, including the posting of remedial notices in English and, should the Regional Director determine the circumstances at the time of the posting warrant, other languages.<sup>4</sup>

Having found that Respondent failed to hire Baird in violation of Section 8(a)(3) and (1) of the Act, I shall order that Respondent offer her employment and make her whole for any loss of wages and other benefits resulting from its failure to hire her starting April 1, 1982, by payment to her of a sum of money equal to the amount she would have earned in wages and other benefits from that date to the date on which employment is offered, less net earnings. The amount of backpay shall be calculated in the manner set forth in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest thereon to be computed in the manner prescribed in *Florida Steel Corp.*, 231 NLRB 651 (1977); see also *Isis Plumbing Co.*, 138 NLRB 716 (1962).

I shall further order Respondent to rescind and expunge all references in its records concerning Baird's union activities and/or protected concerted activities at Space Services International, as well as any references to her relationship with Ready, as adverse factors in the evaluation of her employment potential and to notify her in writing of this fact.

I shall further order Respondent to preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

On foregoing findings of fact and on the entire record, I make the following

### CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

<sup>4</sup> *Laborers Local 383 (AGC of Arizona)*, 266 NLRB 934 (1983).

3. Respondent failed and refused to hire, commencing on April 1, 1982, and continuing at all times thereafter, Maureen Baird because of her union activities and other protected concerted activities in violation of Section 8(a)(3) and (1) of the Act.

4. The unfair labor practices described above are unfair labor practices affecting commerce within the meaning of Section 2(2), (6), and (7) of the Act.

Based on the foregoing findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>5</sup>

#### ORDER

The Respondent, Moore's Cafeteria Services, Inc., Mather Air Force Base, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to hire Maureen Baird.

(b) In any like or related manner violating the provisions of the National Labor Relations Act.

2. Take the following affirmative action which is necessary to effectuate the purposes and policies of the Act.

(a) Offer Maureen Baird employment with Respondent at its Mather Air Force Base cafeteria as a grill cook or equivalent position, without prejudice to her seniority and other rights and privileges, and make her whole,

with interest, in the manner set forth in this section of this decision entitled "The Remedy."

(b) Rescind and expunge all references to Baird's union activities and/or protected concerted activities at Space Services International as well as any references to her relationship with Ready as adverse factors in the evaluation of her employment potential and notify her in writing that this has been done.

(c) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(d) Post at its Mather Air Force Base facility copies of the attached notice marked "Appendix."<sup>6</sup> Copies of the notice, on forms provided by the Regional Director for Region 20, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

<sup>5</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

<sup>6</sup> If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."